

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 9

HARPER HOLDINGS, LLC D/B/A JUVLY  
AESTHETICS

and

Cases 09-CA-300239  
09-CA-301669

(b) (6), (b) (7)(C) AN INDIVIDUAL

and

Case 09-CA-302692

(b) (6), (b) (7)(C) AN INDIVIDUAL

and

Case 18-CA-308596

(b) (6), (b) (7)(C) AN INDIVIDUAL

**ORDER CONSOLIDATING CASES, CONSOLIDATED  
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 09-CA-300239 and Case 09-CA-301669, which are based on charges filed by (b) (6), (b) (7)(C) an individual, Case 09-CA-302692, which is based on a charge filed by (b) (6), (b) (7)(C) an individual, and Case 18-CA-308596, which is based on a charge filed by (b) (6), (b) (7)(C) an individual, against Harper Holdings, LLC d/b/a Juvly Aesthetics (Respondent), respectively, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 09-CA-300239 was filed by (b) (6), (b) (7) on July 27, 2022, and a copy was served on Respondent by U.S. mail on July 28, 2022.

(b) The charge in Case 09-CA-301669 was filed by (b) (6), (b) (7) on August 17, 2022, and a copy was served on Respondent by U.S. mail on August 19, 2022.

(c) The charge in Case 09-CA-302692 was filed by (b) (6), (b) (7) on September 1, 2022, and a copy was served on Respondent by U.S. mail on September 6, 2022.

(d) The charge in Case 18-CA-308596 was filed by (b) (6), (b) (7) on December 9, 2022, and a copy was served on Respondent by U.S. mail on that same date.

(e) The first amended charge in Case 18-CA-308596 was filed by (b) (6), (b) (7) on December 29, 2022, and a copy was served on Respondent by U.S. mail on January 5, 2023.

(f) The second amended charge in Case 18-CA-308596 was filed by (b) (6), (b) (7) on March 29, 2023, and a copy was served on Respondent by U.S. mail on March 30, 2023.

2. (a) At all material times, Respondent has been an Ohio limited liability corporation with 10 facilities throughout the United States, including an office and place of business in Cincinnati, Ohio and Schofield, Wisconsin, and has been engaged in the operation of medical clinics and spas providing outpatient non-surgical aesthetic services.

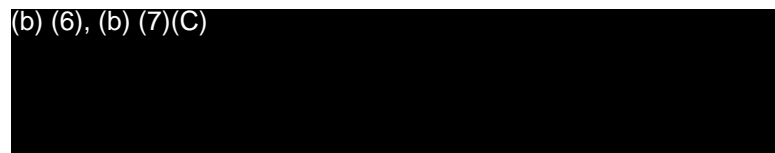
(b) In conducting its operations at its Cincinnati, Ohio facility during the 12-month period ending August 1, 2023, Respondent derived gross revenues in excess of \$250,000.

(c) During the same period of time described above in paragraph 2(b), Respondent purchased and received at its Cincinnati, Ohio facility goods valued in excess of \$5,000 from points outside the State of Ohio.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the names and positions of the individuals mentioned in the previous paragraph.

4. (a) Since about January 28, 2022, Respondent has maintained the following rules in its employees' Offers of Employment:

[...]

You will be expected to abide by and adhere to the Company's rules and standards. Specifically, you will be required to sign an acknowledgment that you have read, understand, and agree to the Company employee handbook, Covid-19 Reopening Procedure, and Confidentiality Agreement. As a condition of your employment, you will be subject to all applicable employment and other company policies. You will also agree to execute any additional agreements required by the Company at the start of your employment. You further agree that you will be bound by at all times during your employment (and afterward as applicable) and will fully comply with these additional agreements. Upon completing your employment, you agree to the exit process, including an exit interview and attestation of compliance with contractual obligations and requirements.

[...]

During the period commencing on the Employee's [...] start date and through 24 months after termination, the Employee shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company or its Affiliates, or (ii) hire, on behalf of the Employee, or on behalf of any person, any current or former employee of the Company or its Affiliates for up to two years after that employee's termination date. During the period commencing on the date hereof through and ending two years following the Termination Date, the Employee will not, whether for his or her account or the account of any other Person, intentionally interfere with any relationship of the Company or its Affiliates or its Employees, or endeavor to entice away from the Company or its Affiliates, any person who during the term of the Agreement is, or during the preceding two-year period, was a tenant, co-investor, co-developer, joint venture, contractor, advisor, Employee or another client of the Company or its Affiliates.

All Company employees work collaboratively as a team and are expected to help each other when needed. Not performing tasks requested by your supervisor is considered insubordination. If you are uncomfortable performing a task, feel that it is violating a law, a Company policy, code of ethics, etc., please notify your supervisor and his or her manager as soon as possible.

Threats, disparagement, or intimidation of management or other employees or malicious statements concerning individuals within management, other employees, or the Company will be considered insubordination and are prohibited. Absolutely no drama in the workplace will be tolerated. Noncompliance may be cause for immediate termination.

[...]

During employment with the Company, confidentiality is critical. Company associates may become aware of information of a proprietary and confidential nature. Such information includes, but is not limited to, salaries, bonus and compensation package information, information about the Company's costs, sales figures, customer lists, research proposals, legal matters, employee-related information, and future advertising or promotions. It is a violation of Company policy to disclose any information of a confidential nature to anyone outside of the Company (including but not limited to friends and relatives) or to other Company associates if they do not need to know about such information in the performance of their job duties.

Any employee or former Employee who discloses trade secrets or confidential business information will be subject to disciplinary action, even if they do not benefit from the disclosed information, and will be pursued to the fullest extent of the law.

[...]

For employment with the Company, you are required to abide by our standard confidentiality policy.

[...]

(b) Since about January 28, 2022, Respondent has maintained the following rules in its employee handbook:

#### Insubordination and Disparagement Policy

The Company's employees work collaboratively as a team and are expected to help each other when needed. Not performing tasks requested by your Company supervisor is considered insubordination. In the event you are uncomfortable performing a task, feel that is violating a law, a Company policy, code of ethics, or etc. please notify your supervisor and his or her manager as soon as possible.

Threats, disparagement, or intimidation of management or other employees or malicious or disparaging statements concerning individuals within management, other employees, or The Company will be considered insubordination, both in writing, in person, on social media, on review sites and on all other venues and are prohibited. Absolutely no drama in the workplace will be tolerated. Insubordination may be cause for immediate termination.

## Corporate Communication Policy

Designated spokespeople within the Company are authorized to speak to the media about matters concerning the Company. If contacted by the media, do not make any comments and immediately report it to your supervisor. Certain activities outside of work could and might, by association, have an impact on the organization's reputation. You should exercise judgment before taking part in any activity that could have an impact on The Company's reputation.

## The Company Code of Conduct

### **Definition**

At The Company, regardless of your title or position, your behavior is important. Your appearance and your behavior with our clients, the public, and your coworkers will influence their opinion of The Company.

Employees are expected to refrain from conduct or communication, which may damage the goodwill, brand, or business reputation of The Company. Employees must act in ways that merit the trust, confidence, and respect of all The Company's employees, clients, and vendors.

[...]

(c) Since about January 28, 2022, Respondent has maintained the following rules in its

Non-Compete and Confidentiality Agreement:

[...]

### **NON-COMPETE**

#### **Master Providers:**

During the term of employment and for twenty-four (24) months following termination of employment for any reason without the prior written consent of The Company: (1) Employee is prohibited from practicing aesthetic medicine and providing the specifically listed services: neurotoxins, fillers, deoxycholic acid, collagen stimulators, CoolSculpting, anti aging lasers, and hair removal lasers at any other medical practice besides The Company within a 20-mile radius of any Company location. (2) The Employee is prohibited from having an ownership interest, investing in, or providing services to, directly or indirectly, in or to any medical practice within a 20-mile (10-Mile in NY city) radius that competes against or provides similar services to any Company location.

Employee acknowledges that the value of The Company's initial training program is \$75,000 and the yearly continuing education training is \$30,000 and the provisions above are necessary to protect The Company's significant investment into the employee's voluntary training for this position.

Notwithstanding the above and to protect the Employee's ability to have gainful employment, the employee is able to work in any other field of medicine besides the specific narrow field that is listed above, even during the non-compete period. If the non-compete is violated at any point during the twenty-four (24) months following the start of employment or the Employee leaves employment within the first twelve (12) months, the full costs of training are immediately owed. Should the employee leave after twelve (12) months, this obligation is prorated starting at the 13th month through month twenty-four (24). As part of your employment with the Company, you are agreeing to abide by this Non-Compete clause and you are acknowledging the Company's right to immediately collect on the debt owed and agree to abide by this Non Compete clause. You are acknowledging the Company's right to immediately collect on the debt owed, including all associated legal or collection fees.

### **Master Aestheticians:**

Aestheticians are prohibited from practicing aesthetic services, including but not limited to injectables, fillers, skin resurfacing, facial rejuvenation, intense pulsed light, and other services that The Company currently offers or has offered during the aesthetician employment within a 20-mile (10-Mile in NY city) radius of any Company office for twenty-four (24) months following termination of employment without prior written consent of The Company. During the term of employment and for twenty-four (24) months following termination of employment, the aesthetician will be prohibited from having an ownership interest, directly or indirectly, or investing in, in any facility within a 20-mile radius that competes against or provides similar services to The Company. Employee acknowledges that the value of The Company's initial training program is \$30,000 and the yearly continuing education training is \$15,000 and the provisions above are necessary to protect The Company's significant investment into the employee's voluntary training for this position.

During the term of employment with The Company, it is agreed that Master Providers and Aestheticians will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which The Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to The Company's. If the non-compete is violated at any point during the twenty-four (24) months following employment or the employee leaves employment within the first twelve (12) months, the full costs of training are immediately owed. Should the employee leave after twelve (12) months, this obligation is prorated starting at the 13th month through month twenty-four (24). As part of your employment with The Company, you are agreeing to abide by this Non-Compete clause and you are acknowledging the Company's right to immediately collect on the debt owed including all associated legal or collection fees.

### **NON-SOLICITATION AND CONFIDENTIALITY (ALL EMPLOYEES)**

For a period of twenty-four (24) months after you are no longer employed by The Company, it is prohibited to solicit any Company clients, employees, or contractors for any reason. During employment with the Company, employees may become aware of information of a proprietary and confidential nature such as: The Company's costs, sales figures, customer lists, advertising, treatment methods, reconstitutions instructions, off-label product uses, injection

techniques, expectation management, training process or techniques, resources, recordings or any materials obtained via employment at the Company. It is a violation of The Company policy to disclose any information of a confidential nature to anyone outside of The Company (including but not limited to friends and relatives) or to other Company employees if they do not need to know about such information in the performance of their job duties. Employees who use or disclose trade secrets or confidential business information or salary information will be subjected to disciplinary action, up to and including termination of employment as well as legal action, even if they do not actually benefit from the disclosed information.

When current or former employees directly solicit current associates to leave The Company, legal action will be taken, which may include the Company seeking an injunction preventing such conduct. The minimum damages of employee solicitation are \$150,000 per employee or contractor plus any business damages sustained due to loss of revenue, interference of business functions, or loss of clients via solicitation or otherwise related to the direct or indirect result of their actions.

[...]

### **Non-Disparagement**

Both employees and The Company, during and after employment, are prohibited from making negative comments about one another.

### **Confidentiality**

The terms of this Agreement are confidential and may not be discussed except with legal counsel.

[...]

(d) Since about January 28, 2022, Respondent has maintained the following rules in its employees' Exit Agreement:

[...]

### **Solicitation**

In your employment agreement you agreed to a charge of \$25,000 for every client, and \$150,000 for every employee contacted or solicited in any way. Payment is due at the time of the occurrence. Any past due balances over 10 days will incur 18% interest per month until collected and may be sent for collections at the 30-day past due.

[...]

### Client, Employee and Public Contact

i. As part of your initial employment documentation, you signed a nonsolicitation and non-disparagement agreement that prevents you from communicating with the public, clients, or employees of Juvly/Contour Clinic beyond your termination, whether voluntary or involuntary. If you fail to comply with the following requirements, your actions will be considered a solicitation and/or tortious interference in which you will be liable pursuant to the above solicitation clause and any additional damages incurred by Juvly/Contour Clinic.

ii. Do not contact any clients or notify them of your departure from Juvly/Contour Clinic.

iii. Do not respond to any client questions regarding your employment status. You may only refer them to Juvly.com to book an appointment.

iv. Should you choose to pursue work with any prior Juvly/Contour employee, retain all communications as this is considered a solicitation, their destruction is prohibited by law.

v. Do not discuss any information with any individual regarding your employment at Juvly/Contour Clinic.

vi. Do not make any public statements to any party for any reason regarding Juvly employment, business practices, or treatment information.

Immediately refer any third-party requests to HR@juvly.com

1. Engaging beyond this may violate your anti-disparagement agreement and may be considered tortious interference.

### Destruction of Juvly/Contour Clinic & Client Information

a. As part of your initial paperwork, you signed a confidential agreement that prohibited your ability to disclose any Juvly/Contour Clinic related information outside the obligations of your employment. Furthermore, you are also required to follow the patient privacy guidelines set forth by the Health Insurance Portability and Accountability Act (“HIPAA”) and may not retain or disclose any client information beyond your role as their healthcare provider. The following requirements are in alignment with this agreement:

i. You must return or securely destroy any Juvly/Contour Clinic related information immediately upon termination, whether voluntary or involuntary. This expressly-prohibits the sharing of any trade secrets or intellectual property including, but not limited to, the below information:

[...]

c. All compensation or human resource information;



[...]

g. All documents or resources you created while employed at Juvly/Contour Clinic;

[...]

5. Respondent, by (b) (6), (b) (7)(C) :

(a) About January 27, 2022, at Respondent's Cincinnati, Ohio facility, told employees that they violate Respondent's employee handbook if they discuss their individual employment contracts and handbooks.

(b) About March 3, 2022, by telephone, instructed employees not to discuss their bonuses or evaluations with their peers, as doing so would violate the terms of the employee handbook.

(c) About March 10, 2022, in writing, by Slack message, instructed employees not to discuss with their peers any exceptions to Respondent's employment policies that Respondent agrees to make for individual employees.

(d) About June 3, 2022, by telephone, instructed employees not to discuss with their peers their bonuses or individual exceptions Respondent agrees to make to Respondent's standard employment terms and conditions of employment.

(e) About June 21, 2022, by telephone, instructed employees not to discuss anything with their coworkers.

(f) About June 29, 2022, in writing, by Slack message, instructed employees not to discuss with their peers any agreements, documents or conversations that the employees have with Respondent's administration.

6. (a) About June 30, 2022, Respondent's employee (b) (6), (b) (7)(C) concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees, by protesting Respondent's requirement that aestheticians in the State of Ohio

perform microneedling services contrary to certain Ohio State Board of Cosmetology and Barbering rules and regulations.

(b) About (b) (6), (b) (7), 2022, Respondent discharged (b) (6), (b) (7).

(c) Respondent engaged in the conduct described above in paragraph 6(b), because (b) (6), (b) (7) engaged in the conduct described above in paragraph 6(a), and to discourage employees from engaging in these or other concerted activities.

(d) Respondent engaged in the conduct described above in paragraph 6(b) because (b) (6), (b) (7) violated the Insubordination and Disparagement Policy rule described above in paragraph 4(b) and to discourage employees from engaging in these or other concerted activities.

7. (a) About (b) (6), (b) (7), 2022, Respondent, by (b) (6), (b) (7)(C), refused to pay (b) (6), (b) (7) accrued and unused Paid Time Off (PTO) following (b) (6), (b) (7) separation from employment with Respondent.

(b) Respondent engaged in the conduct described above in paragraph 7(a) because (b) (6), (b) (7) refused to sign Respondent's Exit Agreement described above in paragraph 4(d), and to discourage employees from engaging in these or other concerted activities.

8. (a) About (b) (6), (b) (7), 2022, Respondent demanded its former employee (b) (6), (b) (7)(C) to pay it \$60,000 for the costs of training during (b) (6), (b) (7) employment.

(b) About (b) (6), (b) (7), 2022, Respondent demanded its former employee (b) (6), (b) (7) to pay it \$50,000 for the cost of training during (b) (6), (b) (7) employment.

(c) Respondent engaged in the conduct described above in paragraphs 8(a) and (b) because (b) (6), (b) (7)(C) violated the Non-Compete and Confidentiality Agreement described above in paragraph 4(c) and to discourage employees from engaging in these or other concerted activities.

(d) Respondent engaged in the conduct described above in paragraph 8(a) because

(b) (6), filed a charge in Case 09-CA-300239.

9. By the conduct described above in paragraphs 4, 5, 6(b)-6(d), 7, and 8(a)-8(c), Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraphs 8(a) and (d), Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

11. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **REMEDIES**

WHEREFORE, General Counsel seeks all relief as may be just and proper to remedy the unfair labor practices alleged herein, including, as part of the remedy for the unfair labor practices alleged in paragraph 4, the General Counsel seeks an Order requiring Respondent to rescind the unlawful provisions in Respondent's Offers of Employment, Employee Handbook, Non-Compete and Confidentiality Agreement, and Exit Agreement identified in paragraph 4, and FURTHERMORE, as part of the remedy for the unfair labor practices alleged in paragraph 6, the General Counsel seeks an Order requiring Respondent to make whole (b) (6), for any consequential damages, including, but not limited to, direct or foreseeable pecuniary harms, (b) (6) suffered as a result of (b) (6) discharge and, FURTHERMORE, as part of the remedy for the unfair labor practices alleged in paragraph 7, the General Counsel seeks an Order requiring Respondent to make whole (b) (6), in the amount of the PTO Respondent would have paid (b) (6) at the time of (b) (6) employment separation, plus interest, but for its unlawful application of the Non-Compete

and Confidentiality Agreement against (b) (6) and FURTHERMORE, as part of the remedy for the unfair labor practices alleged in paragraph 8, the General Counsel seeks an Order requiring Respondent to rescind the unlawful demands Respondent made to (b) (6), (b) (7)(C) to pay it for the costs of training during their employment pursuant to the unlawful Non-Compete and Confidentiality Agreement.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before September 15, 2023 or postmarked on or before September 14, 2023**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a consolidated complaint is

not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **November 28, 2023, 10 a.m.** at **Room 3-111, John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: September 1, 2023

A handwritten signature in blue ink, reading "Eric A. Taylor", with a long horizontal flourish extending to the right.

Eric A. Taylor, Acting Regional Director  
Region 9, National Labor Relations Board  
Room 3-111, John Weld Peck Federal Building  
550 Main Street  
Cincinnati, Ohio 45202-3271

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Cases 09-CA-300239, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C) , Juvly Aesthetics, 331 W. 4th Street, Cincinnati, OH 45202

William Mattes, Attorney, Justin Burns, Attorney, Jacqueline N. Rau, Attorney, Dinsmore & Shohl, LLP, 191 W. Nationwide Blvd., Suite 200, Columbus, OH 43215

(b) (6), (b) (7)(C) , Juvly Aesthetics, 40 West Gay Street, Columbus, OH 43215

(b) (6), (b) (7)(C) , Juvly Aesthetics, 40 West Gay Street, Columbus, OH 43215  
(b) (6), (b) (7)(C)

Elizabeth Newman, Attorney, Freking Myers & Reul, 600 Vine Street, Ninth Floor, Cincinnati, OH 45202

Katherine Neff, Attorney, Freking Myers & Reul LLC, 600 Vine St., Ninth Floor, Cincinnati, OH 45202

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlrb.gov](http://www.nlrb.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.